

DEED OF TRUST

THIS DEED OF TRUST, made this 4th day of April, 1966, by and between FRED J. STENTON and FLORENCE M. STENTON, husband and wife, MARSHALL J. STENTON and BARBARA R. STENTON, husband and wife, NEIL D. STENTON, a single man, and FREDERICK G. STENTON, a single man, and Title Insurance & Trust Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, Trustee for MERRIL LOWE and WILMA LOWE, husband and wife, Beneficiaries, as joint tenants and not tenants in common,

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the City of _____, County of Eureka, State of Nevada, more particularly described as follows:

Section 17, Township 21 North, Range 53 East. M.D.B. & M.

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$ 13,000.00, evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: Trustor agrees to provide, maintain and deliver to Beneficiary fire, and if required, other insurance, including extended coverage, insuring any and all improvements upon said premises in a company satisfactory to and with loss payable to Beneficiary and Trustor, as their respective interests may appear, and in default thereof, Beneficiary may procure such insurance and may pay and expend for premiums for such insurance such sums of money as Beneficiary may deem necessary. Said insurance shall be in an amount not less than \$

THIRD: The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this deed of trust.

FOURTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

SIXTH: All the provisions of this instrument shall inure to, apply to and bind the heirs, executors, successors and assigns of Beneficiary and shall inure to, apply to and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents of the above described premises and hereby authorizes Trustee, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

IN WITNESS WHEREOF, the Trustors have executed this Deed of Trust the day and year first above written.

Fred J. Stenton
Fred J. Stenton

Florence M. Stenton
Florence M. Stenton

Marshall J. Stenton
Marshall J. Stenton

Barbara R. Stenton
Barbara R. Stenton

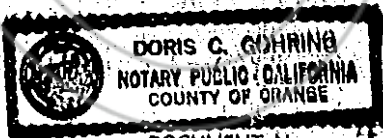
Neil D. Stenton
Neil D. Stenton

Frederick G. Stenton
Frederick G. Stenton

STATE OF California
County of Orange } ss.

On this 1st day of April, 1966, personally appeared before me, a Notary Public in and for said county and state, Fred J. Stenton, Florence M. Stenton, Marshall J. Stenton, Barbara R. Stenton, Neil D. Stenton, and Frederick G. Stenton known to me to be the persons described in and who executed the foregoing instrument, and they, and each of them, duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year in this certificate first above written.



Doris C. Gohring
Notary Public.

DOCUMENT No. 41899

Filed for record at the request of Title Insurance & Trust Company

on April 6, 1966 at 48 minutes past 11 o'clock A. M.

Recorded in Book 10 of Official Rec-ords, Page 290-291 Records of Eureka

County, Nevada.

Shelley A. McPaul
County Recorder

FEE: \$ 6.05

By _____ Deputy,